IMPORTANT: Do not complete this report prior to receiving payment from the County of Los Angeles.

Los Angeles County Board of Supervisors Social Program Agreement

Final Report

As you are aware, recipients of Social Program Agreement Discretionary Funds from the Board of Supervisors of Los Angeles County are required to complete a Final Report upon completion of the funded program, before subsequent applications will be considered. Recipients who do not submit final reports may not be eligible for future funding.

Report Due Date:	
Report Submitted Date:	

If receiving this form electronically, you may use Word (or other word processing software) to fill it out. The space is expandable for your responses.

Agency/Organization Information

Name of Agency San Pedro Property Owners' Alliance (SPPOA)		**Phone Number** 310-832-2183
Address 390 W. 7th St.	**City, State, Zip** San Pedro, CA 90731	**Project Director** Stephan Robbins
Person Completing Report Upon Expiration/Termination: Lorena Parker	**E-Mail Address:** LParker@sanpedrobid.com	

Grant Information

Contract Number: 04-2031 (This can be found on the top of the front page of your Agreement.)	**Contract Period** 10/1/15 - 6/30/16	**Contract Amount** $ $1,000

Program Outcome

1. Please describe the goals and objectives of the program/project identified in your Social Program Agreement. Describe how the provided funds benefitted the project goals and objectives.

The SPPOA's goal is to create an environment that stimulates economic vitality in downtown San Pedro. This goal is achieved by hiring entertainment to perform at the intersection of 6th St. & Mesa St. every 1st & 3rd Thursday of the month. We also support the local artists by inviting the community to visit the art studios on social media. We also hold our annual Dia de los Muertos Festival that includes two stages, craft booths & an altar contest.

Social Needs

2. The Board of Supervisors carefully selects recipients of these monies to fund programs that satisfy

social needs of the residents of Los Angeles County. Explain specifically how these funds helped your organization fulfill a social need within the community. The SPPOA events are always "FREE" to the public. This provides an excellent opportunity for all income levels to enjoy all of our art & cultural events.

Budget Analysis

3. Please attach a document identifying and describing your actual expenses from the County funds received by your organization. Please include photocopied invoices and receipts. **IMPORTANT:** *All unused funds received pursuant to this Agreement must be returned to our office with this Final Report.*

See attached invoices & copies of checks.

Additional Information

4. Please share any other comments and feedback that you feel will assist us in improving our grant making process.

Thank you for your partnership. How can I find out about any future opportunities?

By signing below, I declare **under penalty of perjury** that the information provided **above** is true and correct to the best of my knowledge.

Report Completed By: Lorena Packer
Authorized Officials Signature

Date: 2/14/17

Printed Name: Lorena Packer

Please return the completed report to our office by the specified deadline using one of the following methods:

Regular Mail:	ATTN: Contracts Unit, Fiscal Services Executive Office of the Board of Supervisors 500 West Temple Street, Suite 383 Los Angeles, CA 90012
Electronic Mail:	lacountygrants@bos.lacounty.gov (Be sure to scan and include attachments.)
Fax:	(213) 680-0058

If you have any questions, please notify the contracts division at (213) 974-9700.

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

COUNTY OF LOS ANGELES
BOARD OF SUPERVISORS

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 383
LOS ANGELES, CALIFORNIA 90012
(213) 974-1411 • FAX (213) 620-0636

MEMBERS OF THE BOARD

HILDA L. SOLIS

MARK RIDLEY-THOMAS

SHEILA KUEHL

DON KNABE

MICHAEL D. ANTONOVICH

October 6, 2015

Stephen Robbins, Executive Director
San Pedro Historic Waterfront Business Improvement District
390 West 7th Street
San Pedro, CA 90731

Dear Mr. Robbins:

As you are aware, Fourth District Supervisor Don Knabe of the Los Angeles County Board of Supervisors has pledged financial assistance in the amount of $1,000 to San Pedro Historic Waterfront Business Improvement District. Since this pledge represents a grant of public funds, it is necessary that the attached Social Program Agreement be reviewed and signed by a responsible representative of the organization, and that a written report detailing the expenditures and the results of the project be provided to this office within 60 days of the termination of this Agreement. Please do not make any corrections to the Agreement. Corrections made to the Agreement without first obtaining authorization could invalidate the Agreement and require a new Agreement to be executed. The signed Agreement should be returned to:

Ms. Stephany Rahimian
Board of Supervisors
500 West Temple Street, Ste. 383
Los Angeles, CA 90012

Please contact Ms. Rahimian (213) 974-6558 or email me at srahimian@bos.lacounty.gov should you have any questions regarding this Agreement.

Very truly yours,

for
HANNA CHERU
Acting Administrative Deputy

HC:sr

c: Rick Velasquez, Chief of Staff, Fourth District

RECEIVED
OCT 28 2015
By

SOCIAL PROGRAM AGREEMENT

Contract No. 04-2031
Fiscal Year 2015-16

Name of Organization: San Pedro Historic Waterfront Business Improvement District "Contractor"

Address: 390 West 7th Street
San Pedro, CA 90731

Contractor's Project Director: Stephen Robbins, Executive Director **Telephone No.:** (310) 832-2183

Status of Organization: Profit [ ] Non Profit [xx]

Name, Location, Description of Organization: The mission of San Pedro Historic Waterfront Business Improvement District is to create an environment that stimulates economic growth and development via activities and events that encourage residents and visitors to expand their cultural awareness through performing and visual arts.
Description of Program/Project: The funds will be used by San Pedro Historic Waterfront Business Improvement District to support community events that expand art and culture in Downtown San Pedro.
Proposed Social Need to be Satisfied: Arts and cultural programs

Contract Period: 10/2015 - 06/30/2016 **Grant Amount:** $1,000

Total Proposed Expenditures:
1) Personnel Costs: 0 **2) Non-Personnel Costs:** $1,000

County Department: Board of Supervisors, Fourth District
County Contact Person: Rebekah Kim **Telephone No:** (213) 974-4444

Contractor verifies that:
- I have the power to execute this contract.
- I have read the attached Terms and Conditions and agree thereto.
- Financial and program records will be maintained for 3 years.
- A report on the results of this project and the expenditures will be made within 60 days from the termination of this Agreement to the Executive Office.
- These funds will be used for the program specified above and any unused funds will be returned at the end of the contract period.

Contractor Signature | Title | 20 OCT 15 Date

S A ROBBINS | S~~T~~ROBBINS @SAN PEDRONBID.COM
Contractor Printed Name | Contractor E-mail Address

COUNTY OF LOS ANGELES
Pursuant to Government Code Sections 23005, and 26227, and an adopted Resolution by the Board of Supervisors:

By _____
SACHI A. HAMAI
Interim Chief Executive Officer

By _____
JOHN NAIMO
Auditor-Controller

APPROVED AS TO FORM:

MARY C. WICKHAM
Interim County Counsel

By _____
DEPUTY

By _____
PATRICK OGAWA
Acting Executive Officer, Board of Supervisors

SOCIAL PROGRAM AGREEMENT
TERMS AND CONDITIONS

1. COMPENSATION
The COUNTY shall compensate the CONTRACTOR payable upon presentation of an invoice.

2. INDEPENDENT CONTRACTOR
The CONTRACTOR shall perform all services included in this Agreement in an independent capacity and neither CONTRACTOR nor CONTRACTOR'S employees shall be considered as employees of the COUNTY. This Agreement is by and between the CONTRACTOR and the COUNTY and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the COUNTY and the CONTRACTOR.

3. ENTIRE AGREEMENT
This document constitutes the entire Agreement between the COUNTY and the CONTRACTOR for services to be performed.

4. ASSIGNMENTS AND SUBCONTRACTS
The CONTRACTOR may enter into subcontracts for performance of portions of this Agreement only upon receipt of prior written consent of the County Department Director or his/her designee. All appropriate provisions and requirements of this Agreement shall apply to the sub-agreement. The CONTRACTOR shall be held responsible by the COUNTY for performance of any sub-contractor.

5. INDEMNIFICATION
CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, their agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to bodily injury, death, personal injury, or property damage arising from or connected with CONTRACTOR'S operations or services hereunder, including any workers' compensation suits, Federal Fair Labor Standards Act wage and hour law violations, liability, or expense, arising from or connected with services performed by or on behalf of CONTRACTOR by any person pursuant to this Agreement.

6. INSURANCE
Without limiting CONTRACTORS indemnification of COUNTY, the CONTRACTOR shall provide and maintain at its own expense during the term of this agreement the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the COUNTY'S Risk Manager and evidence of such programs satisfactory to the COUNTY shall be delivered to County Contact Person on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that COUNTY is to be given written notice at least thirty (30) days in advance of any modification or termination of any program of insurance. All such insurance, except for Workers' Compensation, shall be primary to and not contributing with any other insurance or self-insurance coverage maintained by County and shall name the County of Los Angeles as an additional insured.

A. Commercial General and Auto Liability:
with limits of not less than$1 million per occurrence.

B. Workers' Compensation:
A program of Workers' Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services by or on behalf of CONTRACTOR and all risks to such persons under this Agreement, and including Employers" Liability coverage with a $1million per limit.

C. Crime Insurance:
A comprehensive blanket crime insurance policy with each insuring agreement in an amount not less than $25,000, insuring against loss of money, securities, or other property referred to hereunder which may result from:

(1) Dishonesty or fraudulent acts of officers, directors, or employees of CONTRACTOR, or
(2) Disappearance, destruction or wrongful abstraction inside or outside the premises or CONTRACTOR, while in the care, custody or control of the CONTRACTOR, or
(3) Sustained through forgery or direction to pay a certain sum in money.

D. Property Coverage:
If, under the terms of this agreement, CONTRACTOR shall have possession of rented or leased or be loaned any COUNTY-owned real or personal property, CONTRACTOR shall provide:

(1) Real Property: insurance providing Special form("all risk") coverage for the full replacement value.
(2) Personal Property: Insurance providing Special form("all risk") coverage for the actual cash value.

7. RECORDS RETENTION AND INSPECTION
Within ten (10) days of County Department Director's or his/her designee's written request, CONTRACTOR shall allow COUNTY access to financial and program records during regular business hours at any place CONTRACTOR keeps those records.

8. CONFLICT OF INTEREST
CONTRACTOR covenants that neither the CONTRACTOR nor any of it agents, officers, its employees, or sub-contractors who presently exercise any function of responsibility in connection with the program has personal interest, direct or indirect, in the Agreement, except to the extent he may receive compensation for his or her performance pursuant to this Agreement.

CONTRACTOR, its agents, officers, employees, and sub-contractors shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest.

9. ASSURANCES
The CONTRACTOR gives and certifies with respect to the program that it will comply with Federal OMB Circulars A-102, A-110, A-112, A-128, and A-133 as they apply to the CONTRACTOR.

The CONTRACTOR further assures that:

A. Authority:
It possesses legal authority to execute the proposed program, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of the CONTRACTOR'S governing body, authorizing receipt of the funds, and directing and designating the authorized representative(s) of the CONTRACTOR to act in connection with the program specified and to provide such additional information as may be required by the COUNTY.

B. Civil Rights:
CONTRACTOR shall abide by the provisions of the Title VI and VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000e (17), (P.L. 88-353), and applicable Federal and State laws, rules and regulations prohibiting discrimination under any program activity or employment for which CONTRACTOR received funding under this Agreement. Any subcontracts awarded by CONTRACTOR shall contain this provision.

C. Prohibited Actions:
CONTRACTOR agrees not to engage in or permit any religious proselytizing or political propagandizing in connection with the performance of this Agreement. The CONTRACTOR agrees to comply with the provision of the Federal Hatch Act and with Section 675e of Subtitle B of Title VI of Public Law 97-35, as amended, which limits political activity of employees, and with Public Law 101-121 (31 U.S.C. Section 1352) which prohibits use of Federal funds to influence the award of Federal contracts or grants.

D. OSHA/CAL-OSHA Compliance:
CONTRACTOR shall comply with the provisions of the Occupational Safety and Health Act of 1970 (29 U.S.C. 661 et seq.) and the California Occupational Safety and Health Act (Chapter 993 of the 1973 Statutes of California).

10. SUSPENSION AND TERMINATIONS

The CONTRACTOR agrees to suspend program operations for a period not to exceed sixty (60) working days effective immediately upon written notice of suspension from the County Project Director. This provision will be applied if, in the judgement of the County Project Director, circumstances exist which could result in illegal or inappropriate expenditures of program funds. Either party may terminate this agreement, or any part hereof by giving fifteen (15) days notice to the other.

The County Department Director or his/her designee may terminate this Agreement immediately by written notice to the CONTRACTOR upon CONTRACTOR'S failure to comply with the provisions of this Agreement. It is also understood and agreed, however, that should the COUNTY determine that CONTRACTOR"S failure to perform relates to only part of the services CONTRACTOR is performing, the COUNTY, in its sole discretion, may elect to terminate only that part of the Agreement which shall in no way void or invalidate the rest of this Agreement. In the event of termination of all or part of this Agreement, COUNTY shall pay to CONTRACTOR for all allowable budgeted costs actually incurred by CONTRACTOR prior to the effective date of such termination less payments paid by COUNTY for such services.

If this Agreement is terminated, CONTRACTOR shall within five (5) days of receipt of notice of termination from COUNTY, notify all other parties who are subcontractors of the CONTRACTOR of such termination.

Payment shall be made upon the filing with the COUNTY, by CONTRACTOR, of a voucher(s) evidencing the time expended and the cost incurred. Said vouchers must be filed with the COUNTY thirty (30) days of date of said termination.

11. FAIR LABOR

CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law violation including, but not limited to, Federal Fair Labor Standards Act for services performed by the CONTRACTOR"S employees for which the COUNTY may be found jointly or solely liable.

12. CITIZENSHIP

CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet citizenship or alien status requirements contained in Federal statutes and regulations. CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or COUNTY, or both, in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this agreement.

13. COUNTY LOBBYISTS

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

14. USE OF RECYCLED PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Project.

15. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

16. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT

Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet the CONTRACTOR'S minimum qualifications for the open position. The COUNTY will refer GAIN participants by job category to the CONTRACTOR.

17. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY'S policy to encourage all COUNTY contractors to voluntarily post COUNTY'S "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR'S place of business. COUNTY'S District Attorney will supply CONTRACTOR with the poster to be used.

18. TERMINATION FOR DEFAULT

Services performed under this Agreement may be terminated immediately in whole or in part by COUNTY by providing to CONTRACTOR a written Notice of Default if 1) CONTRACTOR fails to perform the services within the time specified in this Agreement or any extensions approved by COUNTY, 2) CONTRACTOR fails to perform any other covenant or conditions of this Agreement, or 3) CONTRACTOR fails to make progress so as to endanger its performance under this Agreement.

In its sole discretion, COUNTY may include in the Notice of Default a period of time for CONTRACTOR to cure the Default(s).

Without limitation of any additional rights or remedies to which it may be entitled, if COUNTY terminates all or part of the services because of CONTRACTOR'S Default, COUNTY, in its sole discretion, may procure replacement services, as determined by COUNTY at its sole discretion.

19. TERMINATION FOR IMPROPER CONSIDERATION

County may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR. CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

20. NOTICES

Notices will be sent to the CONTRACTOR addressed as follows:

San Pedro Historic Waterfront Business Improvement District
390 West 7th Street
San Pedro, CA 90731

Stephen Robbins, Executive Director — (310) 832-2183
(Contact Person) — (Telephone Number)

San Pedro Historic Waterfront Business Improvement District
(Contractor's Name)

Notices, performance and fiscal reports shall be sent to the COUNTY as follows:

Board of Supervisors
County of Los Angeles
500 W. Temple Street, Room 383
Los Angeles, CA 90012

Attention: STEPHANY RAHIMIAN, FISCAL SERVICES

October 6, 2015

2588

SAN PEDRO
PROPERTY OWNERS' ALLIANCE
390 WEST 7TH STREET
SAN PEDRO, CA 90504

MALAGA BANK
1460 WEST 25TH STREET
SAN PEDRO, CA 90732
90-8612/3222

10/30/2015

PAY TO THE ORDER OF Grand Vision Foundation

$ **5,850.00

DOLLARS

Five thousand eight hundred fifty and 00/100**********

Grand Vision Foundation
Grand Vision Foundation
434 W. 6th Street
San Pedro, CA 90731

AUTHORIZED SIGNATURES

MEMO

AUTHORIZED SIGNATURE

⑈002588⑈ ⑆322286120⑆ 0711017904 05⑈

2588

SAN PEDRO / PROPERTY OWNERS' ALLIANCE

10/30/2015 Grand Vision Foundation

Date	Type	Reference	Original Amount	Balance Due	Payment
10/29/2015	Bill		5,850.00	5,850.00	5,850.00
			Check Amount		5,850.00

Malaga Operations 9(

5,850.00

2588

SAN PEDRO / PROPERTY OWNERS' ALLIANCE

10/30/2015 Grand Vision Foundation

Date	Type	Reference	Original Amount	Balance Due	Payment
10/29/2015	Bill		5,850.00	5,850.00	5,850.00
			Check Amount		5,850.00

Malaga Operations 9(

5,850.00

LMP100 M/P CHECK

SAN PEDRO DIA de LOS MUERTOS / Nov. 1, 2015

DUVAL PRODUCTIONS: Marco Duval 310-261-8778 / PBID: Lorena Parker 818-970-6084 / STAGE MANAGER: Simone Oliva 860-335-4091

GRAND VISION: Taran 310-740-7583 / MIJO PRODUCTIONS Richard Mojica 323-306-0647

DIA DE LOS MUERTOS 2015 MAINSTAGE

STAGE MANAGER Simone Oliva $475.00

ARTIST	CONTACT	ARR.TIME	TIME On	TIME off	Total	NOTES	FEE
Welcome and Introduction	MIJO		3:00	3:05	5 min	Mijo	$525.00
Folklorico del Mar	Louise Kawamoto		**3:30**	**3:45**	15 min		$0.00
Welcome and Introduction	MIJO		3:45	3:50	5 min	Mentions sponsors / Promotes 2nd stage	
Folkorico YMCA Wilmington	Fabiola Pimental		**4:00**	**4:15**	15 min		$0.00
Altar prizes, stage comments	Lorena, Eric /Joe Buscaino		4:15	4:30	15 min	ALTAR prizes/mentions	
Folklorico Nadino	Gabby Lopez 310-707-7841		**4:30**	**4:45**	15 min		$0.00
DJ/Stage set up/Introduction			4:45	5:00	15 mins		
XHANAT	Delilah Real		**5:00**	**5:45**	45 min		$500.00
DJ/Stage set up/Introduction			5:45	6:00	15 min		
CAMBALACHE	Xochi Flores		**6:00**	**6:45**	45 min		$1,000.00
DJ/Stage set up/Introduction			6:45	7:00	15 min		
KOTOLAN	Junko Seki / Otto Granillo		**7:00**	**7:45**	45 min		$1,000.00
DJ/Stage set up/Introduction			7:45	8:00	15 min		
MARIACHI DIVAS	Cindy Shea		**8:00**	**9:00**	50 min	Stage	$2,000.00
						Artist Fees	**$5,500.00**

DIA DE LOS MUERTOS 2015 Mesa Stage

ARTIST	CONTACT	TIME On	TIME off	Total	NOTES	
Folklorico del Mar	Louise Kawamoto 310-590-6297	**4:15**	**4:30**	15 min		$70.00
Mariachi Academy of Norwalk	Pati Garcia 562-929-5521	**4:40**	**5:00**	20 mins		$70.00
YMCA Wilmington Folklorico	Fabiola Pimentel 310-713-5408	**5:10**	**5:25**	15 min		$70.00
Folkorico Nadino	Gabby Lopez 310-707-7841	**5:35**	**5:55**	15 min		$70.00
Mariachi Academy of Carson	Rubit Escamilla 323-403-7200	**6:05**	**6:25**	20 min	NOT CONFIRMED	$70.00
					Youth Talent Subtotal	**$350.00**

GRAND VISION FOUNDATION

434 W 6th Street
San Pedro, CA 90731
(310) 833-4813

INVOICE

City of LA Bus. Lic#: 0303470
Federal Tax ID#: 95-4554570

Date: October 28, 2015

Bill To:
San Pedro Historic Waterfront
Business Improvement District
ATTN: Lorena Parker
390 W. 7th St.
San Pedro CA 90731

DUE ON RECEIPT

Item	Description		Amount
San Pedro Dia de Los Muertos 2015	**November 1, 2015**		
Reimbursement for Artist & Stage staff fees			**$5950.00**
	DUE	**TOTAL**	**$5950.00**

THANK YOU

Grand Vision Foundation

2587

SAN PEDRO
PROPERTY OWNERS' ALLIANCE
390 WEST 7TH STREET
SAN PEDRO, CA 90504

MALAGA BANK
1460 WEST 25TH STREET
SAN PEDRO, CA 90732
90-8612/3222

10/30/2015

PAY TO THE ORDER OF Duval Productions

$ **2,500.00

Two thousand five hundred and 00/100********** DOLLARS

Duval Productions
9250 Reseda Blvd.
Northridge, CA 91324

AUTHORIZED SIGNATURES

MEMO

AUTHORIZED SIGNATURE

⑈002587⑈ ⑆322286120⑆ 071017904O5⑈

2587

SAN PEDRO / PROPERTY OWNERS' ALLIANCE
10/30/2015 Duval Productions

Date	Type	Reference	Original Amount	Balance Due	Payment
10/29/2015	Bill		2,500.00	2,500.00	2,500.00
			Check Amount		2,500.00

Malaga Operations 9(

SAN PEDRO / PROPERTY OWNERS' ALLIANCE
10/30/2015 Duval Productions

Date	Type	Reference	Original Amount	Balance Due	Payment
10/29/2015	Bill		2,500.00	2,500.00	2,500.00
			Check Amount		2,500.00

Malaga Operations 9(

2587

LMP100 M/P CHECK

Services Agreement

San Pedro Property Owners' Alliance
&
Duval Productions

This agreement is between the San Pedro Property Owners' Alliance (SPPOA), administrator of the San Pedro Historic Waterfront Business Improvement District (PBID) & Duval Productions (Duval).

Scope of Services

Duval shall consult and advise on event design, management and production for the SPPOA's Dia de los Muertos Festival to be held on Sunday, November 1, 2015 as outlined in a proposal submitted to SPPOA. Duval shall specify equipment and services necessary to fulfill services specified in his proposal. Duval shall negotiate costs for services and equipment directly with suppliers and insure that all contracted services are completed. Completion shall include, where applicable, delivery, installation and removal of rental items; proper operation of electrical, sound and lighting equipment and cleaning services.

A copy of that proposal is marked Exhibit A.

Duration of Services

Duval obligations to consult and advise under this agreement shall continue through November 2, 2015.

Service Agent

Marco Duval shall be the primary representative of Duval under this agreement. Other representatives may be assigned to perform duties covered by this agreement. SPPOA shall have the right to approve or reject all persons providing services covered by this agreement.

Fees

As outlined in the Duval proposal a management fee of five thousand ($5,000.00) dollars shall be paid to Duval. One half of the management fee is due within fourteen (14) days of the signing of this agreement by both parties. The balance of the management fee is due payable on October 31, 2015

Assignment

This agreement shall not be assigned by either party without the written consent of the other party.

Jurisdiction and Disputes

This agreement shall be governed by the laws of the State of California. If a section of this agreement is ruled to be in violation of any State or Federal statute, then the remaining provisions of the agreement shall remain in effect.

All parties agree that if a dispute arises as a result in the performance of the terms of this agreement, and that the parties are unable to resolve that dispute, then the disputed item(s) will be submitted to binding arbitration. At the conclusion of the binding arbitration the prevailing party(s) shall be entitled to compensation for its reasonable costs incurred in the arbitration process.

Entire Agreement

This agreement and related attachment represent the entire agreement between the parties. No other claims, assertions, whether expressed orally or implied shall be valid unless in writing and signed by all parties.

Agreed to:

SAN PEDRO PROPERTY OWNERS' ALLIANCE
390 W. 7th Street
San Pedro, CA 90731

Tel: 310.832.2183

By: _____

Title: EXE. Dir

Date: 17 SEP 15

Duval Productions
9250 Reseda Boulevard #199
Northridge, CA 91324

Tel: 310.261.8778

By: MARCO DUVAL

Title: Producer

Date: 9/15/15.

2621

SAN PEDRO
PROPERTY OWNERS' ALLIANCE
390 WEST 7TH STREET
SAN PEDRO, CA 90504

MALAGA BANK
1460 WEST 25TH STREET
SAN PEDRO, CA 90732
90-8612/3222

12/03/2015

PAY TO THE ORDER OF

$ **750.00 DOLLARS

Goode Time Productionc, LLC

Seven hundred fifty and 00/100**********

AUTHORIZED SIGNATURES

Goode Time Productionc, LLC
1811 N. Whitley Ave
Hollywood, CA 90028

AUTHORIZED SIGNATURE

MEMO

⑈002621⑈ ⑆322286120⑆ 07101790405⑈

2621

SAN PEDRO / PROPERTY OWNERS' ALLIANCE

12/03/2015 Goode Time Productionc, LLC

Date	Type	Reference	Original Amount	Balance Due	Payment
12/02/2015	Bill	300045LA	750.00	750.00	750.00
		Check Amount			750.00

Malaga Operations 9(

2621

SAN PEDRO / PROPERTY OWNERS' ALLIANCE

12/03/2015 Goode Time Productionc, LLC

Date	Type	Reference	Original Amount	Balance Due	Payment
12/02/2015	Bill	300045LA	750.00	750.00	750.00
		Check Amount			750.00

Malaga Operations 9(

emailed 12/1/15

Goode Time Productions, LLC

1811 N. Whitley Ave
Suite 201
Hollywood, CA 90028

Telephone (323) 788 - 1719 contact@goodetimeprods.com www.goodetimeprods.com

CONTRACT AGREEMENT # 300045LA

This contractual agreement is for professional services provided by Goode Time Productions, LLC, for San Pedro Propery Owners' Alliance hereafter referred to as "Client".

1. **Breakdown of hours:**
   Client agrees to hire The Goode Time Performers on the following date and time: Dec. 3rd & 17th, 2015 (date)
   from: 6:30P-8:30P (time) for a total duration of 2 x2 = 4 hours (hours).

2. The address of the performance is: Corner of 6th St and Mesa St,
   San Pedro, CA 90731
   Contact Day of: Lorena Parker 818 970 6084, Andy Pham 562 277 5283

3. The Goode Time Performers will arrive 30 minutes prior to actual performance time to warm up and get into costume. Please have a bathroom or closed off room available for carolers to change. Thank you!

4. The Goode Time Productions performance will consist of:
   - Strolling in an area designated by client on the date mentioned above.
   - A ten minute break for every hour spent singing.

   $400 pd. Gig sold
   Bal due $750.00

5. Payment to Goode Time Productions, LLC is as follows: The total fee is $ 1150.00 If client would like the singers to stay longer, and the singers agree to stay, the fee is $75.00 each additional 30 minutes. The total may be paid by cash, check, money order or Paypal. **Please make checks payable to Goode Time Productions, LLC**. (Returned checks will be subject to a $25.00 fee.) Thank you!

6. Payment options: Check [X] Money Order [ ] Cash [ ] Paypal [ ]

(if paying by paypal please send the money to contact@goodetimeprods.com)

Goode Time Productions, LLC 1811 N. Whitley, Suite 201, Hollywood, CA 90028 * (323) 788-1719

7. **In order to fulfill our obligation we must receive a signed contract and payment in full at least one week in advance of the performance. If payment is not received by this time, we reserve the right to cancel and give the date away.**

8. Cancellation policy: In the event that client has to cancel an event that has been contracted for, the following policy will apply: Cancellation any time up to 7 days in advance will result in full refund. Within 7 days, 50 percent of moneys will be returned. If cancellation of event occurs within 48 hours of scheduled date and time no refund will be given. It is the responsibility of client to ensure that Goode Time Productions, LLC has been made aware that the date has been cancelled.

9. Goode Time Productions, LLC and its entertainers are not held responsible for any injuries, power failures, and/or damages that occur at the establishment.

10. Weather conditions may interfere with the entertainers performing outdoors. Abnormally cold weather, rain, or any other extreme condition will require the entertainers to perform indoors exclusively.

    Thank you for your booking. We look forward to being a special part of your holiday season.

11. Independent Contractors: All Goode Time performers are independent contractors and are not employees or agents of Client.

    I have read and agree to all parts of the above agreement:

Client — Date: 12/1/15

Goode Time Productions, LLC

Contract # 300045LA

Goode Time Productions, LLC 1811 N. Whitley, Suite 201, Hollywood, CA 90028 * (323) 788-1719

contact@goodetimeprods.com

2674

SAN PEDRO
PROPERTY OWNERS' ALLIANCE
390 WEST 7TH STREET
SAN PEDRO, CA 90504

MALAGA BANK
1460 WEST 25TH STREET
SAN PEDRO, CA 90732
90-8612/3222

02/01/2016

PAY TO THE ORDER OF John Berkovich

$ **400.00

Four hundred and 00/100********** DOLLARS

John Berkovich

AUTHORIZED SIGNATURES

MEMO For 2/18/16

AUTHORIZED SIGNATURE

⑈002674⑈ ⑆322286120⑆ 07101790405⑈

2674

SAN PEDRO / PROPERTY OWNERS' ALLIANCE

02/01/2016	**John Berkovich**	Third Thursday	400.00

Malaga Operations 9045 For 2/18/16 400.00

2674

SAN PEDRO / PROPERTY OWNERS' ALLIANCE

02/01/2016	**John Berkovich**	Third Thursday	400.00

Malaga Operations 9045 For 2/18/16 400.00

SAN PEDRO
PROPERTY OWNERS' ALLIANCE
390 WEST 7TH STREET
SAN PEDRO, CA 90504

MALAGA BANK
1460 WEST 25TH STREET
SAN PEDRO, CA 90732
90-8612/3222

2745

04/05/2016

PAY TO THE ORDER OF Jessica Garcia

$ **400.00

Four hundred and 00/100********** DOLLARS

Jessica Garcia
3735 Camerino Street
Lakewood, CA 90712
United States

AUTHORIZED SIGNATURES

MEMO 1st Thursday

AUTHORIZED SIGNATURE

⑈002745⑈ ⑆322286120⑆ 0716017904 05⑈

SAN PEDRO / PROPERTY OWNERS' ALLIANCE 2745

04/05/2016 Jessica Garcia

Date	Type	Reference	Original Amount	Balance Due	Payment
04/05/2016	Bill		400.00	400.00	400.00
		Check Amount			400.00

Malaga Operations 9(400.00

SAN PEDRO / PROPERTY OWNERS' ALLIANCE 2745

04/05/2016 Jessica Garcia

Date	Type	Reference	Original Amount	Balance Due	Payment
04/05/2016	Bill		400.00	400.00	400.00
		Check Amount			400.00

Malaga Operations 9(400.00

LMP100 M/P CHECK

2744

SAN PEDRO
PROPERTY OWNERS' ALLIANCE
390 WEST 7TH STREET
SAN PEDRO, CA 90504

MALAGA BANK
1460 WEST 25TH STREET
SAN PEDRO, CA 90732
90-8612/3222

04/05/2016

PAY TO THE ORDER OF Dane Heathcock

$ **400.00

Four hundred and 00/100********** DOLLARS

Dane Heathcock

AUTHORIZED SIGNATURES

MEMO 3rd Thursday

AUTHORIZED SIGNATURE

⑈002744⑈ ⑆322286120⑆ 071017904 05⑈

SAN PEDRO / PROPERTY OWNERS' ALLIANCE 2744

04/05/2016 Dane Heathcock

Date	Type	Reference	Original Amount	Balance Due	Payment
04/05/2016	Bill		400.00	400.00	400.00
		Check Amount			400.00

Malaga Operations 9(400.00

SAN PEDRO / PROPERTY OWNERS' ALLIANCE 2744

04/05/2016 Dane Heathcock

Date	Type	Reference	Original Amount	Balance Due	Payment
04/05/2016	Bill		400.00	400.00	400.00
		Check Amount			400.00

Malaga Operations 9(400.00

MP CHECK

3rd Thursday June 2016

2766

SAN PEDRO
PROPERTY OWNERS' ALLIANCE
390 WEST 7TH STREET
SAN PEDRO, CA 90504

MALAGA BANK
1460 WEST 25TH STREET
SAN PEDRO, CA 90732
90-8612/3222

05/17/2016

$ **400.00

PAY TO THE ORDER OF Dane Heathcock

Four hundred and 00/100********** DOLLARS

Details on Back. Security Features Included

Dane Heathcock

AUTHORIZED SIGNATURES

MEMO

AUTHORIZED SIGNATURE

⑈002766⑈ ⑆322286120⑆ 07101790405⑈

2766

SAN PEDRO / PROPERTY OWNERS' ALLIANCE

05/17/2016 Dane Heathcock

Date	Type	Reference	Original Amount	Balance Due	Payment
05/16/2016	Bill		400.00	400.00	400.00
		Check Amount			400.00

Malaga Operations 9(

400.00

2766

SAN PEDRO / PROPERTY OWNERS' ALLIANCE

05/17/2016 Dane Heathcock

Date	Type	Reference	Original Amount	Balance Due	Payment
05/16/2016	Bill		400.00	400.00	400.00
		Check Amount			400.00

Malaga Operations 9(

400.00

MP CHECK

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SAN PEDRO
PROPERTY OWNERS' ALLIANCE
390 WEST 7TH STREET
SAN PEDRO, CA 90504

MALAGA BANK
1460 WEST 25TH STREET
SAN PEDRO, CA 90732
90-8612/3222

2685

02/16/2016

PAY TO THE ORDER OF Artic Glacier USA, Inc.

$ **4,772.02

Four thousand seven hundred seventy-two and 02/100********** DOLLARS

Artic Glacier USA, Inc.
8710 Park Street
Bellflower, CA 90706

AUTHORIZED SIGNATURES

MEMO

AUTHORIZED SIGNATURE

⑈002685⑈ ⑆322286120⑆ 0711017904 05⑈

SAN PEDRO / PROPERTY OWNERS' ALLIANCE 2685

02/16/2016 Artic Glacier USA, Inc.

Date	Type	Reference	Original Amount	Balance Due	Payment
02/16/2016	Bill	15073	4,772.02	4,772.02	4,772.02
			Check Amount		4,772.02

FMB MM 3216 4,772.02

SAN PEDRO / PROPERTY OWNERS' ALLIANCE 2685

02/16/2016 Artic Glacier USA, Inc.

Date	Type	Reference	Original Amount	Balance Due	Payment
02/16/2016	Bill	15073	4,772.02	4,772.02	4,772.02
			Check Amount		4,772.02

FMB MM 3216 4,772.02

LMP100 M/P CHECK

ARCTIC GLACIER

THE ICEMAN

8710 Park Street, Bellflower, CA 90706
Phone: (562) 633-4423

Invoice Date: 11/18/15
Revised Invoice No.: 15073
Purchase Order No.: Nicole Wells
Event Date: 12/03/15
Ready By: 4:00pm

Event Location:

San Pedro Tree Lighting
638 S. Beacon Street - c/s 6th Street
San Pedro, CA 90731
Contact: Nicole Wells
Event Day Cell#: 310-941-7898

Billing Address:

San Pedro Tree Lighting
Business Improvement District
390 W. 7th Street
San Pedro, 90731
Attn: Lorena Parker / Ph.: 310-832-2183
Email: lparker@sanpedrobid.com

4 Wooden ramps with metal stairs delivered, set-up, and picked-up - (Normally $199.00/ea. = $796.00) Charge for two only = $398.00	$4,378.00
20 Tons of snow blown for above sled runs = $3,980.00	
16 Plastic sleds (value $15.00/each = $240.00) on loan = No charge	

Make checks payable to: **Arctic Glacier USA, Inc.**
A 3% service fee is added to all credit card transactions
Payment terms are due on event day 12-03-2015

Sub Total: $4,378.00
Delivery and Pick-Up: $0.00
Tax: $394.02
Total Amount Due: $4,772.02

ARCTIC GLACIER

THE ICEMAN

8710 Park Street, Bellflower CA 90706
Phone: (562) 633-4423

Invoice Date: 11/18/15
Payment Due Date: 12/03/15
Revised Invoice No.: 15073
Purchase Order No.: Nicole Wells
Total Amount Due: $4,772.02

Amount Enclosed: _____

Billing Address:

San Pedro Tree Lighting
Business Improvement District
390 W. 7th Street
San Pedro, 90731
Attn: Lorena Parker / Ph.: 310-832-2183
Email: lparker@sanpedrobid.com

Customer Signature: _____ Date: _____

1st THURSday June 2016

2768

SAN PEDRO
PROPERTY OWNERS' ALLIANCE
390 WEST 7TH STREET
SAN PEDRO, CA 90504

MALAGA BANK
1460 WEST 25TH STREET
SAN PEDRO, CA 90732
90-8612/3222

05/17/2016

$ **500.00

Details on Back.

PAY TO THE ORDER OF Moises Juarez

Five hundred and 00/100********** DOLLARS

Moises Juarez

AUTHORIZED SIGNATURES

MEMO

AUTHORIZED SIGNATURE

Security Features Included

⑈002768⑈ ⑆322286120⑆ 0711017904 05⑈

2768

SAN PEDRO / PROPERTY OWNERS' ALLIANCE

05/17/2016 **Moises Juarez**

Date	Type	Reference	Original Amount	Balance Due	Payment
05/16/2016	Bill		500.00	500.00	500.00
		Check Amount			500.00

Malaga Operations 9(

2768

SAN PEDRO / PROPERTY OWNERS' ALLIANCE

05/17/2016 **Moises Juarez**

Date	Type	Reference	Original Amount	Balance Due	Payment
05/16/2016	Bill		500.00	500.00	500.00
		Check Amount			500.00

Malaga Operations 9(